

***LOCHRIDGE LAKESIDE
CONDOMINIUM ASSOCIATION***

RULES AND REGULATIONS



Amended November 2022

RS Fincher & CO., LLC

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Welcome

On behalf of the Board of Directors and management of the Lochridge Lakeside Condominium Association (LLCA), welcome to our community. Our objective is to make our community a beautiful and safe place to live. Our Community Rules and Regulations are intended to preserve the beauty of your property and to maintain its value. We appreciate your cooperation in this effort. If at any time you have a question or concern about your rights or responsibilities as a resident or owner, please do not hesitate to contact our management company, RS Fincher & Co., LLC at (919) 362-1460.

About This Document

In establishing and maintaining these Rules and Regulations, the Board makes every effort to reasonably consider their effect on the unit owners' enjoyment and use of their property.

The Rules and Regulations do not replace the Covenants. The Board of Directors uses the Covenants as its primary governing document. Both documents are in force for all residents: unit owners and renters. If a conflict between the wordings of these documents arises, the Covenants shall prevail. These Rules and Regulations focus on the property of the LLCA, which includes the units, the common elements and the limited common elements. The Board of Directors reserves the right to modify the Rules and Regulations based on changes in technology, materials or the best interests of the community.

Recommended changes should be sent to RS Fincher. Please include "Lochridge Lakeside" in the subject line.

Enacted by Majority Vote of The Board of Directors of the Lochridge Lakeside Condominium Association

December 1, 1992
Revised October 1998
Revised February 25, 1999
Revised February 27, 2001
Revised October 23, 2001
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Revised May 2006

Revised October 2008
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Revised February 2014
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Revised February 2020
Revised November 2022

**Rules and Regulations
Lochridge Lakeside Condominium Association**

PURSUANT TO Article X of the Declaration of Condominium for Lochridge Lakeside Condominium, the Lochridge Lakeside Condominium Association (LLCA) amended, on this fourteenth day of November 2022, Rules and Regulations as set forth hereinafter, governing the use of the Condominium Units and Common Property of the Lochridge Lakeside Condominium Association.

1 APPEARANCE AND ARCHITECTURAL CONTROL

1.1 ARCHITECTURAL CONTROL: No building, fence, sign, device, wall or other change or addition to the exterior structure is to be erected on or attached to the property. No exterior addition or alteration as well as no changes, additions, alterations or modifications to the internal LLCA common elements shall be made until the plans and specifications showing the nature, kind, shape, height, materials, method of installation, location and financial guarantees for completion of the same have been submitted to and approved by the Board of Directors. Please note that replacement of air condition units, doors and windows must be submitted and approved prior to installation. See the community website for a blank Architectural and Landscape Change Request form. Window-mounted air conditioners are not permitted.

1.2 ANTENNAS, CABLE AND SATELLITE DISHES: No individual antennas may be installed on the buildings. All plans for satellite dishes must be submitted to the management company using the Architectural and Landscape Change Request form and must be approved by the Board prior to installation. The condo owner should determine whether the cable provider must run a new wire to your condo. The cable wire must be neatly attached to the building and follow exterior trim up to the point where the connection enters the home. The cable provider must use 50-year caulk to seal the hole penetrating the siding, which must be located in an inconspicuous location. Cable at ground level must be buried within ten days of installation. Cable may not be routed inside gutters. The cost of damage caused to the buildings

or the common areas due to satellite dish or cable installation or removal will be borne by the unit owner.

1.3 BIRD FEEDERS: No bird feeders of any kind are allowed on or adjacent to buildings or balconies or within 20 feet of the buildings.

1.4 COMMON AREA LANDSCAPING: No plantings or changes of any kind on the common areas or around any buildings may be made by any homeowner or resident without the approval of the Board of Directors or the Landscape Committee Chairperson. Anyone making changes in a common area such as planting flowers or bushes without Board approval may be required to remove such plantings at the discretion of the Board. Homeowners may, however, submit a plan for plantings to the Management Company for consideration by the Board of Directors using the change request form. Their decision will be transmitted to the homeowner. Ivy and other plants on the exterior surfaces of the building are not permitted. They are difficult to control, can damage exterior wall surfaces and increase the cost of maintenance.

1.5 WINDOWS AND WINDOW TREATMENTS: The maintenance and repair of all windows are the responsibility of the homeowner. The window is defined for this purpose as the complete window—single or multiple—back to the wall studs, and including the sashes (movable parts) frames and sills but excluding the external trim. An Architectural Change Request form must be submitted and approved by the Board before replacing any window.

1.5.1 Blankets, sheets, towels, paper, cardboard, or other makeshift coverings are not permitted to be used as window coverings.

1.5.2 Muntins (aka mullions) are required on all windows that can be clearly seen from the parking lot. The grill may be either two panes wide by four tall (eight panes) or two panes wide by five tall (10 panes) so long as all muntins in a condominium unit are the same pattern. The single window with a three wide by four tall pattern in units H, J and K of buildings 305, 313, 317 and 321 should remain in the 3 by 4 pane pattern. Muntins are required in arched or Palladian windows in top floor units. The small windows in units H, J & K of buildings 325 and 329 are not designed to have muntins.

1.6 DECKS /PATIOS / BALCONIES / WOODEN ACCESS WAYS: Decks, patios, balconies and the area under stairs at the ground floor shall be kept free and clear of any and all trash, debris, bicycles, tricycles, strollers, wagons, toys, sports equipment, boxes and other personal property. Personal property may be removed and discarded 15 days after a violation notice has been attached to the item(s). Woodwork on decks and balconies shall be maintained in a good condition so as not to have any deteriorated or broken boards, wood, rails and otherwise.

1.6.1 Porch screens may be installed by the homeowner upon approval of an Architectural Change Request and the completion and recording of the "Agreement Concerning Screened Porch Installation and Maintenance," which can be found on the Community website.

1.6.2 Clotheslines on decks and clothes, rugs, towels or any material draped over the deck railings are not permitted.

1.7 STORM DOORS / DOORS / DOORBELL HARDWARE: Storm doors, doors and doorbell hardware shall be matching and in keeping with those of the community. Storm doors should be a single pane of clear glass with almond color frames to match the trim. Storm doors must be approved by the Board prior to installation.

1.8 ENTRANCE WAYS: Any use of the common area is subject to regulation by the Board. Residents placing personal items or storing items outside their units may be asked to remove them. Any furniture that is intended to be permanently left outdoors must be approved.

1.8.1 Seating in the entryways: It is not permissible to place seating in the entryways of Buildings 325 and 329 due to narrow space on landings. In buildings 301-321, a maximum of two chairs with a combined seating area of approximately thirty-six inches square or one bench approximately four feet long is permissible per level. These seats must be made of wicker, iron, or finished wood intended for outdoor use. The seats must be white, ivory, gray or forest green.

1.8.2 Flowerpots in entryways: A maximum of two flower or plant containers per unit may be placed in the entryways. Containers must be no larger than twenty inches square and cannot be made of plastic.

1.8.3 Items hung on siding: No items (such as name or welcome signs) are to be attached to the siding in the entryway without Board approval.

1.8.4 Recycling bins and buckets may be stored neatly under the bottom stairway if they are covered or closed to prevent attracting insects and/or animals or littering the community.

1.8.5 Allowable items (described in 1.8.1, 1.8.2, 1.8.3, 1.8.4) must be placed so as not to impede ingress/egress from any unit or passage on the stairways. No personal property may be stored in the entryways, under stairs or elsewhere in the entryways. Personal property stored in the common areas may be removed and discarded at the owner's expense 15 days after a notice of violation has been attached to the item.

1.8.6 Owners are responsible for securing all items in the entryways if severe winds are forecast.

1.9 FLAGS: Only United States or North Carolina state flags are permitted. The US or North Carolina flag may be flown at any time on the lakeside portion of the building. Flags may not exceed three by five (3x5) feet and should be installed so that the end of the flagpole extends no more than five feet from the building. Residents are encouraged to observe flag etiquette and to replace flags that become torn or faded. Windsocks are not permitted.

1.10 GARBAGE & TRASH: Trash must be placed in one of the three dumpsters located on the premises. Residents should contact the Town of Cary at (919) 469-4090 to arrange for pickup (at their expense) of mattresses, furniture or any other items too large to fit into a dumpster. Please make every effort to keep the dumpster area clean and neat by picking up any trash that has fallen and closing and latching the enclosure gate when you leave. Corrugated cardboard is recyclable and should not be put in the household trash dumpsters.

1.11 RECYCLING: There is a dedicated dumpster for recycling corrugated cardboard opposite building 305. It is for flattened corrugated cardboard only. It is not for old windows, HVAC filters, pizza boxes or paperboard or chipboard boxes that are used for cereal boxes and the like. Paper, plastic, cans and other recyclables are collected curbside by the Town of Cary every other week. Please contact the Town at (919) 469-4090 or visit their website at <https://www.townofcary.org/services-publications/garbage-recycling-yard-waste> for information on the pickup schedule and the items that can be recycled. Some residents have obtained brown Town of Cary recycling bins, which are fine so long as they are stored neatly and do not impede stairs or walkways. The users of such bins are responsible for hauling them to the curb and recovering them in a timely manner.

1.12 PLANTERS: For safety, flowerpots are not allowed on balcony railings. Only white square or rectangular planters that fit firmly over the railings are permitted. They may have vertical or horizontal slats or a Chippendale pattern. Residents must take care to keep water off of the railings by maintaining a solid liner inside the planter. Containers must rest on saucers so that water does not drip onto the decks below.

1.13 HANGING PLANTERS: No more than two hanging planters are allowed per deck. They must be ceramic or white or dark green plastic, fifteen inches or fewer in diameter and no more than ten inches deep. Plants must be kept alive and healthy. Attractive artificial plants that resemble live plants are permitted. Plants and planters should be brought inside if strong winds are expected.

1.14 SIGNS: "FOR SALE" or "FOR LEASE": Each unit is allowed only one sign at any time. The location of such a sign shall be in one west-facing window (toward the parking area). The sign shall not exceed six square feet. No other signs promoting a commercial activity are permitted. Persons violating this rule may be fined a minimum of \$50 plus cleanup costs.

1.15 BULLETIN BOARDS: A glass-covered bulletin board for newsletters and other announcements is located near each dumpster.

2 SAFETY

2.1 GRILLS / BARBECUES / OUTDOOR COOKERS: North Carolina state codes and our insurance carrier require that open fires to be kept at least ten away from the unit structure or combustible material. This ordinance applies to all charcoal and gas grills. Homeowners may not operate charcoal or gas grills on or under their balconies or inside their homes. Electric grills have no open flame and are permitted. Fuels such as (propane, gasoline and kerosene may not be stored in any unit, crawl space, or on or under balconies. Homeowners and residents are welcome to use the deck in the common area between buildings 301 and 305 for grilling. NOTE: Gas grills may not be stored on porches, decks or balconies with gas tanks attached. Tanks must be removed and may not be stored on community property.

2.2 FIRE EXTINGUISHERS: Each landing is equipped with a 15 lb. type A,B,C fire extinguisher suitable for fires involving trash, wood, and paper; liquids and gases; and energized electrical sources in or near buildings, grounds and parking areas. Contact RS Fincher any time a fire extinguisher has been discharged or if you see that the needle in the plastic window is outside the green area.

****Call 911 for fires or any other emergency. Provide all relevant information and a trained dispatcher will send the appropriate first responders. ****

2.3 SNOW AND ICE REMOVAL: A snow shovel and a bucket containing calcium chloride to melt ice are stored at ground level beneath each stairwell. Owners and residents may shovel snow and apply snow melt as needed. Those tasks are not performed by the association. Rock salt (sodium chloride) may not be used for ice removal.

3 MAINTENANCE AND REPAIR RESPONSIBILITIES

3.1 DAMAGE TO COMMON PROPERTY: Unit Owners are responsible for any damage to the common property caused by themselves, their guests, their tenants and pets.

3.2 EMERGENCY ACCESS:

3.2.1 Right of Entry into Condominium Units in Emergencies: The following is stated in the Lakeside Declaration of Condominium in Article XIV. "In case of any emergency originating in or threatening any Condominium Unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the Managing Agent, shall have the right to enter such condominium Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate." In such an emergency, expenses resulting from necessary forced entry into a unit by the Association or its authorized agents shall be borne by the Unit Owner.

3.2.2 Right of Entry for Maintenance of Common Property: The following is stated in the Lakeside Declaration of Condominium in Article XV. "Whenever it may be necessary to enter any condominium Unit for the purpose of performing any maintenance, alteration or repair to any portion of the common Property, the Owner of each condominium Unit shall permit a duly constituted and authorized Agent of the Association, to enter such condominium Unit for such purpose, provided that the entry shall be made only at reasonable times and with reasonable advance notice."

3.2.3 Right of Entry for Safety Review / Inspection: Whenever it may be necessary to enter any condominium unit for the purpose of carrying out a safety review / inspection, the Owner of each condominium Unit shall permit the duly constituted and authorized Agent of the Association, to enter such condominium Unit for such purpose, provided that the entry shall be made only at reasonable times and with reasonable advance notice.

3.3 INSECT PROTECTION: The LLCA has a termite warranty on the residential buildings and the garages to protect owners from the cost of termite treatment and repairs associated with termite infestation. The contract requires that each ground floor unit and garage be made available for an annual inspection. The Association also contracts for outside pest control which includes periodic spraying. The Association does not treat for insects, other than termites, inside the buildings. Unit owners are

responsible for prevention and eradication of any other insects or vermin within their units.

4 ENFORCEMENT

To preserve the integrity of each owner's investment, it may become necessary for the Board of Directors to enforce the Rules and Regulations of the Lochridge Lakeside Condominium Association. The Board along with the property management company will make their best efforts to ensure that the Rules and Regulations are enforced. The Board reserves the right to act on a violation whenever the violation is identified regardless of when the violation occurred.

The Board is empowered to suspend voting rights in the case of those offenders who violate rules after a written request for compliance has been made to them. Voting rights shall be reinstated when the offender is determined to be in compliance. Upon continued violation of these Rules and Regulations after such written request for compliance has been made, the Board may impose fines up to \$100 per infraction, which fines shall become a charge against the unit pertaining to the violators. If the violation continues the homeowner will be fined \$100.00 per week of continued violation. Unpaid fine(s) may result in a lien being levied against the property. In the matters concerning these Rules and Regulations, Unit owners are responsible for the actions of their dependents, guests and tenants.

4.1 DELINQUENCY POLICY FOR ASSESSMENTS

4.1.1 Assessments are due the first day of each month. At the end of the month, a late fee of \$20.00 will be added to all past due accounts.

4.1.2 A reminder letter with the homeowner's payment history will be sent to the delinquent homeowner stating the past due amount of assessments, as well as the late fees. This letter will give the homeowner thirty (30) days to bring the account up to date. Thereafter, \$10 will be billed each month the account is past due.

4.1.3 After the 30-day period has passed, a 15-day demand letter with the homeowner's payment history will be sent giving the homeowner 15 days

to bring the account current or it will be sent to the attorney retained by the Community Association.

4.1.4 Once an account is seventy-five (75) days past due and the letters have been sent—giving adequate time to respond—but not to exceed a 75-day delinquency, and the homeowner has made no satisfactory response, the homeowner's account will be sent to the Association attorney for collections. The homeowner will be charged all costs associated with collecting past due assessments, including all attorney's fees, postage and related expenses.

5 GARAGES, CARPORTS AND PARKING

5.1 GARAGE AND CARPORT RENTALS: Garages and carports may only be owned by Lochridge Lakeside condominium owners. They may not be used for commercial purposes at any time. Any owner of a carport or garage may rent to any resident of Lochridge Lakeside.

5.2 CARPORTS: Carports are only to be used for parking of the owner (or renter's) automobile. No boats or trailers may be parked in carports. Vehicles in carports must meet the same conditions required of vehicles allowed to park in uncovered parking areas. Moreover, no shelves, cabinets, chests or other storage units are permitted in carports and any personal property in a carport must be secured entirely inside the motor vehicle. The owner may not paint or decorate the carport's walls or ceiling. The owner should report any maintenance needs to RS Fincher.

5.3 PARKING: Parking areas in Lochridge Lakeside are for vehicles regularly used by residents or guests only. All vehicles parked in the Lochridge Lakeside parking areas must comply with all of the following stipulations:

5.3.1 Regularly used by residents or guests.

5.3.2 Fits completely within one marked parking space.

5.3.3 Vehicles shall not have commercial or promotional advertising nor storage boxes or ladders. Service and utility body trucks are not permitted.

5.3.4 Does not have a "weighted" or "commercial" license plate.

5.3.5 No overnight occupation of any vehicle in LLCA parking areas is allowed.

5.3.6 Recreational vehicles, Step vans, trailers, boats, campers and any tow behind vehicle are prohibited from parking in Lochridge Lakeside except as in paragraph 5.4 below.

5.4 RECREATIONAL VEHICLES: (RVs) A maximum of four (4) Class B RVs may be parked in assigned spaces designated by the Board with the following conditions:

5.4.1 The RV must be the *bona fide* property of a Resident Owner of a unit within Lochridge Lakeside.

5.4.2 Members wishing to park a Class B RV will apply in writing to the Board of Directors before parking the vehicle on the property. The application packet will include the year, make and model of the RV; a copy of the vehicle registration; license plate number and photographs of the vehicle. Upon approval, the Owner will be issued a placard which must be displayed on front dashboard. The owner will park the RV only in space assigned to that RV.

5.4.3 Approved Class B RVs must be parked entirely within the lines of a single parking space and may not extend beyond the end of the white lines. Permission for parking may be withdrawn by the Board after a warning if the owner parks improperly or is in violation of any of the parking rules stated herein.

5.4.4 No more than one Class B RV per unit owner. That is, a resident owner of one or more condominium units in Lochridge Lakeside will have no more than one Class B RV approved.

5.4.5 The approval for parking a Class B RV must be renewed annually.

5.4.6 Approval is not transferable to a different vehicle nor does it transfer with the sale of a unit.

5.4.7 Approved Class B RVs are subject to all other parking rules.

What Is a Class B RV?

A Class B RV is a camper van; it's built on automotive van chassis, inside the dimensions of a panel van. The Mercedes Sprinter Van, Ford Transits and Ram Promaster are examples of Class B RVs. These compact RVs range in size between 16-24ft and lack such features as slide-outs or over-the-cab sleeping areas. Class B+ RVs are not the same as Class B RVs and may not be parked on LLCA property.

5.5 APPEARANCE AND CONDITION:

5.5.1 All vehicles shall be maintained in a manner that does not present an unsightly appearance. An unsightly vehicle includes, but is not limited to: deterioration by rust of the body; deterioration of the exterior finish of the vehicle; broken windows; absence of component parts of the vehicle (such as fenders, panels, doors, bumpers, headlights, hood, trunk door, tires, wheels, grille, roof or tailgate); physical damage (such as dents, cracks, scrapes or holes) to component parts of the vehicle; and absence of interior components (such as seats, dashboard or interior door moldings). The determination of whether a vehicle is unsightly shall be the sole discretion of the Board of Directors.

5.5.2 Mobile storage units, trash skips, and small moving vans may be parked for a period of up to 72 hours to facilitate resident's moving or repairs, provided that they only take up one parking space. Otherwise, trailers may not be parked in Lochridge Lakeside except for those associated with maintenance and repairs directed by the Association.

5.5.3 Requests for marked handicap parking spaces for residents should be submitted to RS Fincher by the unit owner.

5.6 CHARGING ELECTRIC VEHICLES: Electric vehicles, including hybrids, plug-in hybrids and electric cars, small trucks, minivans, SUVs, motorcycles, or other vehicles that require a title issued by the North Carolina Department of Motor Vehicles (except those described in paragraph 5.3.3 below) may be charged using the electrical outlets in garages and carports so long as the following conditions are met:

5.6.1 The garage or carport is owned or rented in accordance with paragraph 5.1 above.

5.6.2 A tenant must have the written permission of the garage or carport unit owner.

5.6.3 The owner must notify the community management company in writing and agree in writing to hold the community blameless and without liability in the event of injury, accident or damage to the vehicle, charging equipment, common property or the garage or carport unit.

5.6.4 The owner must ensure that all operators adhere to the manufacturer's safety and usage instructions for the vehicle and all charging apparatus.

5.6.5 There is one meter that tracks electricity usage for all garages and carports in each building. To defray the expense of the additional electricity usage the owner will either:

5.6.5.1 Remit the sum of \$35 in addition to the monthly dues for the garage or carport. The \$35 figure is based on electricity costs and average annual mileage at the time of this writing. The Board may adjust that amount if available sources show significant changes in the estimated average cost of changing an electric vehicle OR

5.6.5.2 Submit an Architectural or Landscape Request Form through the management company to the Board of Directors and, upon approval, install a separate electrical meter at the unit owner's expense. In this case, the owner shall arrange to be billed by the electric company directly and will be solely responsible for the costs of electricity.

6 LEASING

6.1 Condominium units may be leased if done in a manner that does not violate the Covenants and the ordinances of the Town of Cary. Cary zoning restricts the use of these residences to single families. No more than two unrelated persons may occupy a unit. Any rental agreement must be for a period of not less than 90 days.

6.2 The Unit Owner shall do the following before finalizing the lease with a prospective tenant:

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6.2.1 Shall give a copy of the Covenants and the Rules and Regulations to the prospective tenant.

6.2.2 Shall confirm that the prospective tenant understands and will comply with the Rules and Regulations.

6.2.3 Providing the RS Fincher property management of the tenant's contact information (name, telephone number and email) and the term of the lease within 30 days of the tenant's move-in day.

6.3 The unit owner remains responsible for:

6.3.1 Payment of any and all LLCA assessments.

6.3.2 The tenant's compliance with the covenants, rules and regulations, by laws and any other governing documents of the LLCA.

6.3.3 Payment of any and all fines levied for violations of any covenants, rules and regulations, by laws and the requirements of any other governing documents.

7 CONSIDERATION OF FELLOW RESIDENTS

7.1 NOISE: Out of courtesy for our neighbors, intrusively loud noises are not permitted at any time. A Quiet Period will exist from 10:00 PM to 8:00 AM every day of the year. Repairs, maintenance and other potentially noisy activities should be avoided during quiet times. Try to collaborate ahead of time with neighbors if planning work (laying a floor, for example) that could disturb a neighbor who is expecting guests or needs to sleep during the day. The discharge of fireworks or pyrotechnic devices is prohibited at all times.

7.2 WIND CHIMES: No wind chimes or similar noise producing devices are allowed outdoors on the common areas or the decks / balconies.

7.3 PETS: Common household pets are allowed, provided that the pet produces no fleas, ticks, odors, or noise and does not disturb or annoy residents. Pet owners are responsible for any damage to common areas or other units caused by their pets. The Town of Cary leash laws shall be adhered to and dogs shall not be chained or be allowed to run loose in common areas. Pet owners must clean up after their animal.

7.4 SALES: No yard, estate, garage or other sales are allowed in Lochridge Lakeside except for those sponsored by the Association.

8 **COMMERCIAL ACTIVITIES** Home businesses are prohibited in units, garages and carports. Working from home or a home office is permitted subject to the following restrictions.

8.1 Nonresident employees are not allowed. Clients, customers and patients are not allowed to visit the premises.

8.2 No display of goods, products, or services shall be visible from outside the dwelling.

8.3 No equipment, vehicle or process may be used that creates excessive noise, vibration, glare, fumes, odors, or electrical interference.

8.4 Shipping and receiving of materials may not create excessive noise or traffic.

9 **BUILDING MAINTENANCE AND INSURANCE POLICY**

9.1 **INSURANCE:** The Association maintains fire and casualty insurance coverage for the community, but the unit owners and tenants must maintain insurance for the interior and personal property of his or her unit. Owners should take the time to review their policy, deductibles, and coverage. Tenants should be encouraged to have renters insurance, as well.

9.1.1 When the damage is to both Common Property and Condominium Units, the Association insurance proceeds shall be payable to the Association and shall be applied first to the cost of repairing the Common Property. Owners should have sufficient insurance to cover repairs or replacements to the the unit interior and personal property. A Loss Addendum may be a worthwhile and relatively economical addition to a homeowner's insurance policy. Owners are encouraged to contact a licensed insurance agent to review their coverage.

9.2 **MAINTENANCE:** The Association Covenants detail the maintenance responsibilities of the Association in Article XIX and those of the unit owner in Article XVIII.

9.2.1 Any and all maintenance that is the responsibility of the Association will be provided by RS Fincher under the direction of the Board of Directors after considering the specific circumstances and the most economical and appropriate method. The Board or its agent will decide when a situation requires remedy. Non-emergency repairs may be deferred for budgetary reasons.

9.2.2 If the unit owner discovers a possible repair for which the responsibility for repair cannot be immediately determined, the unit owner will perform an initial inspection and notify RS Fincher by telephone. If the Association is responsible, the Association will reimburse the unit owner. The unit owner, in no instance, will dictate the method of repair or the contractor to be used when the Association is responsible for the repair. The Board of Directors or its agent must authorize all such repairs. All repairs must meet the standards of the Board of Directors of the Association or its agent, and the Association will not be responsible for payment of any repairs not authorized by its Board or Agent prior to the start of work.

9.3 Both unit owners and the Association shall provide maintenance and repairs in good faith and on a timely basis to prevent progressive damage

9.4 ASSOCIATION RESPONSIBILITIES: The Association, at its expense, shall be responsible for the maintenance, repair, and replacement of all of the Common Property, including those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring and other facilities located in the Common Property for the furnishings of utility and other services to the Condominium Units and said Common Property. (See Article XIX of the Covenants for complete set of responsibilities.

9.4.1 Repair and replacement of roofs, including attic air vents and skylights (excluding damage caused by satellite dish installation and use).

9.4.2 Repair and replacement, and cleaning of gutters and downspouts.

9.4.3 Repair or replacement, as necessary, of all exterior siding for all buildings, decks, balconies, patios and garages.

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9.4.4 Painting, as necessary, the exterior of all buildings including decks, patios, balconies and garages.

9.4.5 Repair and replacement of all decks, steps and railings as installed by the builder, other than those on individually owned balconies. (However, structural damage caused by window boxes sitting on or attached to the structure, or caused by carpet laid on the deck shall be the responsibility of the Unit Owner.)

9.4.6 Maintenance of exterior landscaping (not including private garden planted and maintained by homeowners with prior Board approval).

9.4.7 Repair and replacement of parking areas and roads unless caused by homeowner negligence.

9.4.8 Lights in the Common Areas including front and back door light.

9.4.9 Dumpster enclosures.

9.4.10 Animal pests within the building, but not inside an individual unit.

9.4.11 Pipes, wires, conduits, dryer vents and other facilities inside the structural and the non-structural walls, inside the load bearing and the non-load bearing walls, inside the ceilings and inside the floors, which furnish utilities and other services to the units.

9.4.12 At the Board's option, the Association may arrange, at its expense, for ice and snow removal which they deem necessary for the association's convenience and safety. In no instance shall the Association or its Board or Agent be responsible or liable for snow and ice related injuries to Unit Owners, their family members, tenant, guests or invitees.

9.4.13 Caulking around exterior doors and windows.

9.5 UNIT OWNER RESPONSIBILITIES: Each owner shall perform promptly all maintenance and repair work within his Condominium Unit which, if omitted, would affect the Condominium, whether in its entirety or in a part belonging to other Owners, every Owner being expressly responsible for the damages and liability which his failure to do so may engender. (See Article XVIII of the Covenants for complete set of responsibilities.)

9.5.1 Heating and air conditioning units, their concrete pads and external feeder lines (Board approval is required before any changes to the external equipment or lines may begin).

9.5.2 All screens, windows and doors, including window and door frames and pertinent flashing. The ENTIRE removable unit that constitutes a window or door unit, back to the building studs whether a single unit or a multiple unit frame, is the Owner's responsibility. (Caulking during replacement of such units is the Unit Owner's responsibility but caulking during subsequent exterior maintenance or painting is the Association's responsibility). Damage to the Association areas such as siding or paint, caused by maintenance, repair or replacement of Unit Owner items in this paragraph, is the responsibility of the Unit Owner.

9.5.3 All electrical fixtures, except lights in Common Areas, and front and back door lights.

9.5.4 Gardens or flowerbeds installed by the Unit Owner (Board approval is required prior to initial installation).

9.5.5 Inside animal or insect control within an individual unit, except termites.

9.5.6 All unapproved changes and all adverse effects to the Association property resulting from them.

9.5.7 Ice and snow removal by the Unit Owner or Tenant necessary to his or her own convenience or safety.

9.5.8 Window boxes or damage to structure onto which they are placed or attached.

9.5.9 Damage to landscape or parking areas caused by improper parking, by auto repairs, by oil spills, or by negligence.

9.5.10 The extra cost for repainting due to a Unit Owner's negligence such as changing the exterior color without approval, inadvertently using the wrong color, or using the wrong type of paint.

9.5.11 Inspecting, cleaning, and satisfactory maintaining chimney flues, dampers and fireplaces.

9.5.12 Inspecting, cleaning and satisfactory maintaining air conditioners, water heaters, washers and dryers, refrigerators, stoves, ovens, etc.

9.5.13 Pipes, wires, conduits, outlets, fixtures, and other facilities for the furnishing of utilities and other services to the Unit, that are within the Unit itself, but not inside the walls, ceilings or floors, and electrical outlets including those installed in or on the wall surface.

9.5.14 Doorbells, knobs, locks, peepholes, and door fixtures.

9.5.15 Weather-stripping.

9.5.16 Storm doors and windows (style is subject to Board of Directors approval, which is required prior to installation).

9.5.17 Garage doors, door frames and automatic door openers.

9.5.18 Floors, ceilings and railings of individually-owned balconies.

***When the Association has directed repairs inside an owner's unit, it is the unit owner's responsibility to notify the Association within 30 days if the work was not completed satisfactory. Building repairs undertaken in response to damage reported by owners cannot be considered after 30 days.